

CITY OF NEWARK DELAWARE

Bid Security
,
Vendor

CITY OF NEWARK

Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REHABILITATION - 2018

NOTICE

Return intact with properly completed forms or bid may be rejected.

Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REHABILITATION - 2018

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Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REPLACEMENT – 2018

NOTICE OF LETTING

Sealed bids for Contract No. 18-07, "<u>CMP STORM SEWER REHABILITATION - 2018</u>", will be received in the <u>Purchasing Office</u>, Newark Municipal Building, 220 South Main Street, Newark, Delaware 19711 until 2:00 p.m., prevailing time, <u>October 16, 2018</u> and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

A non-mandatory pre-bid meeting will be held on October 2, 2018, at 10:00 a.m. at the Newark Municipal Building. Site visits are allowable and must be scheduled at least 10 days in advance of bid submission. For information, call (302) 366-7000.

Plans and Specifications may be obtained from the City's web page www.cityofnewarkde.us/bids.apsx. Information can be found by accessing the Bid/Proposal Opportunities link on the home page.

Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REHABILITATION - 2018

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "City of Newark - Contract No. 18-07, "CMP STORM SEWER REPLACMENT – 2018." Bid Documents must be received in the <u>Purchasing Office</u> prior to <u>2:00 p.m.</u> prevailing time, <u>October 16, 2018</u>. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) calendar days following the bid opening date.

A non-mandatory pre-bid meeting will be held on <u>October 2, 2018</u>, at <u>10:00 a.m.</u> at the Newark Municipal Building. Site visits are allowable and must be scheduled at least 10 days in advance of bid submission.

2. DEFINITIONS

- A. *Agreement:* The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- B. Contract Documents: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. *Contractor:* The individual or entity with whom the Owner has entered into the Agreement.
- D. Owner: The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner for this project is the City of Newark.
- E. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- F. Site: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

- G. Subcontractor An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- H. Work: The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.

3. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date. The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

4. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

5. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

6. BID PRICE

The bid price shall include all transportation, delivery, installation and all charges for the goods and services specified to complete the work identified for each individual bid item. The work done under this contract will be funded by the City of Newark. The State of Delaware prevailing wage schedule will therefore not be applicable to this contract.

7. COMPLETION DATE AND TIMES

The Contract will have a start date of November 19, 2018. The project completion date is March 19, 2019. Liquidated damages of five hundred dollars (\$500.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Liquidated damages are not to be construed as a penalty in any sense.

8. INTENT OF SPECIFICATIONS

It shall be the contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

9. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the bid.

10. EQUALS

Where a product is specified by catalog or model number, the acceptability of any other "or approved equal" product shall be subject to the sole judgment of the City of Newark.

11. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units will be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this contract.

All goods and materials shall be produced or manufactured in the United States, unless otherwise approved in writing. Appropriate documentation shall be provided with all goods and material submittals.

12. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for goods of this type. Component parts and units will be manufactured to definite standard dimensions with proper fit and clearances.

13. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the vendor.

14. ADVERTISEMENTS

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

15. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses and also shall be a fair and equal opportunity employer.

16. NON-COLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

17. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda, issued no later than four (4) calendar days prior to the bid opening date. Bidders shall bear the entire responsibility for being sure they have received all such addenda.

Any questions regarding the bidding process should be directed to Ms. Cathy Trykowski, Purchasing Administrator, at ctrykowski@newark.de.us or (302) 366-7000. Any questions regarding the technical specifications should be directed to Mr. Timothy Filasky, PE, Acting Director, Water Resources and Public Works, at tfilasky@newark.de.us or (302) 366-7000.

18. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date according to the approved schedule of values. Payment for material stored on-site will be made at 50% of the material's invoice price. Full payment will be made after the material is installed. Payment will be made within thirty (30) days of final acceptance by the City.

19. BIDDERS QUALIFICATIONS

No contract will be awarded to any bidder who in the judgment of the City is not a responsible bidder, or is not prepared with all the necessary experience, capital, organization and equipment to conduct and complete the work for which the bidder proposes to contract.

EACH BIDDER SHALL SUBMIT WITH THE BID A LIST OF AT LEAST FIVE REFERENCES FOR COMPLETED PROJECTS WHICH MUST INCLUDE CONTACT PERSON, AGENCY AND PHONE NUMBER.

20. LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.
- B. To be eligible to bid the project, the Prime Contractor shall be required to provide a letter stating an insurer is prepared to provide coverage. Formal proof of coverage will be required prior to signing the contract.
- C. The Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$3,000,000 Annual Aggregate Limit \$3,000,000 Products-Completed Operations Limit \$1,000,000 Business Auto Liability Limit \$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, The City of Newark (Owner), and all other parties required of the general contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 Annual Aggregate Limit \$2,000,000 Products-Completed Operations Limit \$1,000,000 Business Auto Liability Limit \$3,000,000 Commercial Umbrella Limit

D. All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence \$3,000,000 Annual Aggregate \$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for thirty (30) days following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than thirty (30) days following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

21. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal, non-collusion statement, insurance documentation, bid security, **and all other submittals as outlined in the technical specifications** must be executed and completed in full and submitted with the bid at the time of bidding, or bid may be subject to rejection.

22. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- A. Schedule of Values
- B. Construction Schedule
- C. Construction Bond
- D. Insurance Documentation

23. RETAINAGE

The City will retain 5% of the progress payments until such time as the project is complete and accepted by the City.

24. GUARANTEE

The contractor shall guarantee the work, materials, and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects that may develop therein during a period of one year from the date of the Owner's acceptance of the Certificate of Substantial Completion.

25. INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

26. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

27. FAMILIARITY WITH PROPOSED WORK

A complete understanding of the conditions as they exist is required by careful personal examination of the work at the site. Each contractor bidding must completely satisfy himself as to the exact nature and existing conditions of the work area and treatment facility. The contractor also shall examine carefully the plans, if any, specifications and the contract forms for the work contemplated. Failure to do so will not relieve the successful contractor of his obligation to carry out the provisions of the contract.

The contractor shall not, at any time after the execution of the contract, set up any claims whatever based upon insufficient data or incorrectly assumed conditions, nor shall claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this contract, and shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

28. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground; the character, quality and quantity of the material which will be required; the character of equipment needed preliminary to and during the prosecution of the work; the general and local conditions; all permit restrictions and conditions; and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

29. SAFETY REQUIREMENTS

The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act and all other state and local laws, ordinances and codes governing all work to be provided under the contract documents.

The Contractor shall maintain on-site and in all vehicles at all times spill response equipment appropriate for the types and quantities of fluids and/or materials that may be subject to spillage during the project. All discharges to the storm drainage system or surface waters are strictly prohibited. In the event that a spill reaches the storm drainage system and/or surface waters, the contractor shall notify the Public Works and Water Resources Department immediately at 302-366-7000. The Contractor will also be responsible for spill response and clean-up at no cost to the owner. If the Contractor fails to respond to and clean up a spill to the satisfaction of the owner, the owner will perform clean up and bill the Contractor for 150% of the personnel time and material expenses incurred by the City as necessary for the response.

30. RESTORATION OF DISTURBED AREAS AND CLEAN UP

Upon completion of the work, all related work, such as lawns, curbs, sidewalks, fences, shrubbery, and driveways that have been disturbed shall be restored to their original condition and in accordance with City of Newark Standards and Specifications. The area shall be cleared of all tools, equipment and refuse resulting from the project. The contractor shall, at the end of each day, leave the areas in which he has worked, free of debris and safely secure his material and equipment.

31. INSPECTION OF MATERIAL AND WORK

- A. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.
- B. The contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the city, material and the work shall be done again immediately to the satisfaction and approval of the city at the cost and expense of the contractor.
- C. Any omission or failure on the part of the City of Newark or inspectors to disapprove or reject any defective work or materials shall not be construed to be an acceptance of any defective work or material.
- D. In case the City should not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the city shall have the power to make an equitable deduction from the stipulated price.

E. Neither the inspection nor supervision of the work, nor the presence or absence of an inspector shall relieve the contractor of any of his obligations under the contract or of making his work conform to the specifications.

32. DEBRIS COLLECTION AND DISPOSAL

The Contractor is responsible for collection, removal, transport and lawful disposal of construction debris and or materials.

33. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

34. FORCE ACCOUNT WORK

All extra work done on the force account basis, the use of which has been authorized by the Engineer, will be paid for in the following manner:

- A. Labor. For all labor and foremen in direct charge of the specific project, the Contractor shall receive as shown on his weekly payroll the basic hourly wage, overtime and fringe benefits not paid in cash to the employee for each and every hour that said labor and foremen are actually engaged in such work, to which cost shall be added an amount equal to 26 percent of the sum thereof. The Superintendent's time will not be allowed.
- B. Materials. For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him to which the cost of 15 percent will be added.
- C. Equipment. For any machinery or special equipment including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rate agreed upon in writing before such work is begun for the actual time that such equipment is in operation on the work, to which rental sum 15 percent will be added. In addition to the above, the actual transportation costs for one move in and one move out may be allowed. When the County is obligated to pay for idle equipment the allowance shall be seventy-five percent of the agreed on equipment rental rate. To compute hourly rates use eight hours per day, forty hours per week and one-hundred and seventy-six hours per month.

- D. Miscellaneous. No additional allowance shall be made for the general superintendence of the project, the use of small tools, or other costs for which no specific allowance is herein provided.
- E. Compensation. The compensation as set forth above shall be received by the Contractor as payment in full for extra work done on a force account basis. At the end of each day the Contractor's representative and the Inspector shall prepare and sign records of the cost of work as ordered on a force account basis.
- F. Statements. No payment will be made for work performed on a force account basis until the Contractor furnishes the Engineer duplicate itemized statements of the cost of such force account work.

35. REGULATIONS AND EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted on the Proposal form. The listing of an exception may be grounds for rejection. All equipment must meet all applicable federal or state regulations.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code. Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application.

The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS. Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor. The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REPLACEMENT – 2018

SCOPE OF WORK

1. DESCRIPTION

The CMP STORM SEWER REHABILITATION - 2018 project consists of the removal of existing Corrugated Metal Pipe (CMP) and installation of new Reinforced Concrete Pipe (RCP) or High Density Polyethylene Pipe (HDPE) of equivalent size, located within the corporate limits of the City of Newark, Delaware. This project includes, but not limited to, the following major work items, provided in the construction plan drawings:

- A. Removal and disposal of existing single and double drainage inlets, manholes, and CMP.
- B. Installation of precast single and double drainage inlets, and manholes. Details shown on plans and profiles.
- C. Installation of RCP, gaskets, and any additional materials to adequately seal connections to inlets and manholes under unpaved areas, paved areas, and sidewalks.
- D. Installation of HDPE, fittings, and any additional materials to adequately seal connections to inlets and manholes under unpaved areas, paved areas, and sidewalks.
- E. Remove, store, and re-set mailboxes and traffic signs.
- F. Restoration of existing pavement, concrete, driveway aprons, curb ramps, concrete curbs, sidewalk, and grass.
- G. Maintenance of traffic in accordance with the latest Delaware MUTCD manual.
- H. The attached construction plans and details further define the scope of work. The Contractor shall furnish all required labor, materials, equipment and appurtenances necessary to complete the work.

2. LOCATION

The project consists of the following general areas as shown on the drawings and described herein:

- Area 1: Along New London Road and Scotch Pine Road
- Area 2: Creek Bend Drive, near the intersection of Creek Bend Court
- Area 3: Ranch Court Cul-de-Sac

3. PERMITS, CERTIFICATIONS, LAWS AND ORDINANCES

The Contractor is required to have or obtain a City Contractors License prior to starting the work. The Contractor is required to obtain any building permits required for completion of the work. The fees for City of Newark permits will be waived.

The Contractor shall perform the work in accordance with all local, state and federal laws and ordinances.

4. COORDINATION

- A. Contractor shall coordinate construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Contractor shall coordinate its operations with operations that depend on each other for proper installation, connection, and operation.
- B. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- C. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- D. Make adequate provisions to accommodate items scheduled for later installation.
- E. Contractor is required to notify in writing via door hangers all properties located adjacent to or directly affected by the Contractors work.

5. SUBMITTALS

The Contractor should provide submittals for review and approval in PDF format. For scheduling purposes, the Contractor shall allow for fourteen (14) day review time by the City. The Contractor shall provide the following submittals to the Owner for review and approval:

- A. Construction Schedule
- B. Contractor shall submit a sketch of the project area showing the required staging and storage area to the Owner for review.

- C. Shop drawings for all proposed materials and equipment as outlined in the technical specifications.
- D. Door hanger used for resident notifications.

6. RESTORATION

The Contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the sites.

7. SECURITY AND SITE ACCESS

The Contractor is responsible for security of his equipment and materials related to the work.

The Contractor is responsible to maintain the work sites in a safe and orderly manner.

Contractor shall have full use of Project site for construction operations during the construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

Limit use of Project sites to work in areas indicated. Do not disturb portions of Project sites beyond areas in which the Work is indicated.

- A. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- B. Schedule deliveries to minimize use of driveways and entrances by construction operations.
- C. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

8. WORK RESTRICTIONS

- A. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Any and all work within a DelDOT right-of-way shall be in accordance with DelDOT work restrictions and traffic control requirements which may require night time work activity inside the right-of-way when impacting the travel lanes.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

- 1. Notify Owner not less than five days in advance of proposed utility interruptions.
- 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project sites is not permitted.
- F. Contractor shall have contaminant spill response equipment readily available on-site during construction activity.

9. WORKING HOURS

- A. Normal working hours are 7:00 am to 4:00 pm Monday through Friday. Allowable working hours are from 7:00 am to 9:00 pm Monday through Saturday. Sunday work may be completed from 9:00 am to 9:00 pm when written authorization has been granted from the Owner. The Contractor is not permitted to work on City recognized holidays.
- B. In the event that the contractor works outside of the above stated normal working hours, the contractor shall be required to pay for inspection or engineering services performed during these times. Payments for these additional services shall be made by a reduction in the amount paid to the Contractor based upon the hourly rates defined in the table below.

Labor Classification	Hourly Rate
Inspecting Services	\$90.00
Engineering Services	\$125.00

Contractor shall notify the Owner forty eight (48) hours in advance of their intent of working outside of normal working hours.

10. SITE CONSTRUCTION AND EXISTING UTILITIES

- A. The Contractor is responsible to account for and consider existing site conditions and existing utilities. Prior to starting any work, the Contractor shall contact Miss Utility of Delmarva at 1-800-282-8555 for a utility mark out. The Contractor is responsible for locating and protecting existing utilities for the duration of the work.
- B. The failure to show on the contract drawings any existing utilities shall not relieve the contractor of his responsibility in determining the locations of utilities.
- C. Any damage done to existing utility lines, services, poles and structures shall be repaired or replaced by the Contractor at his own expense. The Contractor shall notify the City and the owner of any damaged utility within 24 hours. The Contractor shall notify all possible owners of utilities in the areas where work is to be done and the schedule and extent of such work.

11. STARTING DATE AND SEQUENCE OF CONSTRUCTION

The starting date of this contract will be specified by the City in a written "Notice to Proceed." A preconstruction meeting shall be scheduled to finalize the sequence of construction. The final decision as to the sequence of construction shall be that of the Owner.

12. COORDINATION WITH THE CITY

The Contractor shall coordinate all activities with the City. The Contractor shall provide the City with reasonable time to respond to requests for information and for coordination.

13. TECHNICAL SPECIFICATIONS

Technical specifications as attached are included in the contract.

14. CONTRACT DRAWINGS

Project drawings prepared by the City of Newark as provided are considered contract documents. See the cover sheet of the plan set for the list of drawings.

15. PROTECTION TO PUBLIC AND PROPERTY

- A. The contractor shall insure protective measures to the general public and to occupants of property along and adjacent to the work area.
- B. The contractor is responsible for any and all damage or injury of any kind which

directly or indirectly may be done to any property or sustained by any persons during the execution of the work.

- C. If any direct or indirect damage or injury is done to public or private property by, or on account of, any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done. This may be achieved by repairing, rebuilding or otherwise restoring as directed. The contractor shall make good such damage or injury in an acceptable manner to the City and property owner.
- D. The Contractor shall retain the services of s Structural Professional Engineer licensed in the State of Delaware capable of providing residential foundation assessment and any required design work for the replacement of the CMP at Area 3. The Engineer shall inspect the foundation of the two private residences adjacent to the pipe being replaced prior to the mobilization of heavy equipment and delivery of materials on site. The Engineer shall photo-document the existing conditions of the foundations and provide an inspection report to the City, prior to commencement of work. The Engineer shall re-inspect the foundations upon completion of the work at Area 3 and provide a final assessment report with photo documentation to ensure no damages were incurred during construction. The Contractor shall rebuild, repair, restore, and make good all losses, injuries, or damage to any portion of the Work under the control of the Contractor and/or due to his/her fault or inactivity, at no cost to the City. Items not under the control of the Contractor shall be defined for purposes of this Section as Acts of God such as earthquakes, tornadoes, or hurricanes, etc. Payment for the structural engineering assessment shall be incidental to the unit price for 48-inch HDPE pipe installation.

16. SAFETY PRECAUTIONS

- A. The Contractor shall execute work under this contract with the utmost concern for the safety of the general public. All areas worked upon and subject to travel by the public shall be identified with the proper warning indicators and signs during the working period. Upon completion of the contract or when such areas are reopened to public travel, they shall be rendered in a safe condition using either temporary or permanent repair material as the case may be. No private driveway shall be blocked or closed without the property owner being notified prior to construction.
- B. Streets, roads and driveways used by the contractor for access to and from the work site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the

construction period and shall be repaired at the contractor's expense.

17. RIGHT-OF-WAY

All operations shall be confined to the assigned work area. The City will provide no right-of-way over other properties. The contractor shall take every precaution to minimize the inconvenience to the owners or tenants of adjacent property. Public roads shall not be obstructed in such a way as to cut off traffic. The contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

18. TRAFFIC CONTROL AND ROAD SIGNS

- A. The contractor shall be responsible for traffic control for the duration of the project and shall coordinate traffic control plans and obtain necessary approval from DelDOT for work on or near state-owned roads. The contractor shall be responsible for removal and re-installation of all signs in the work area. Signs necessary for the safe movement of traffic shall be maintained in operation during construction. Any other signs shall be properly stored by the Contractor, who shall be responsible for them. All signage shall comply with the current Manual on Uniform Traffic Control Devices (MUTCD).
- B. The Contractor shall provide one (1) week notice to the City for any planned road or entrance closure.

19. EXCAVATED MATERIAL

It shall be the responsibility of the contractor to dispose of all excavated material which, in the opinion of the City, is unsatisfactory for backfill or fill. The cost of this disposal shall be borne by the contractor.

20. DUST CONTROL/EROSION AND SEDIMENT CONTROL

It shall be the responsibility of the contractor to handle dust control on this project and necessary erosion and sediment controls required by the City and State, including, but not limited to, storm sewer inlet protection. The City Inspector shall make the final determination on necessary measures.

21. WATER SUPPLY

The contractor shall not use City fire hydrants without permission. The contractor shall provide their own water for use during construction. If requested, the contractor may obtain water from the City's maintenance yard.

22. JOB SITE MAINTENANCE, RESTORATION AND CLEANUP

The contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the site. The contractor is required to keep the work area clean during construction and remove trash as it accumulates. Roads shall be kept clean and free of mud, debris and dirt. At the direction of the City Inspector, the contractor is responsible for the cost of street sweeping and maintenance required for upkeep of clean road surfaces.

23. **DRAWINGS**

Project Drawings are included as Attachment 1. Equipment and materials specifications are contained in these specifications.

24. PROGRESS MEETINGS

The City or Contractor may request progress meetings during the contract term. The Contractor's and City's designated Project Manager shall attend any progress meeting.

25. BID ITEMS

Bidders must provide prices on the Proposal form including all adjustment bid items.

26. BASIS OF PAYMENT

The quantity of pipe lining will be measured in linear feet along the bottom centerline as installed and accepted. All other items, methods, and materials necessary to complete the work described in each pay item shall be incidental to the bid item the work is being completed under.

The Owner reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation or increase in unit prices in the Proposal if such additions and/or deletions are made to quantities.

Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REHABILITATION - 2018

PROPOSAL

	Newark, Delaware
From:	
-	

The Mayor and City Council

The undersigned as a lawfully authorized agent for the below named bidder has carefully examined the Bid Documents to be known as Contract No. 18-07 and bids himself on award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Specifications and any Addenda shall be a part, and to furnish the goods as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

Area 1:

T∩·

<u>Bid</u> <u>Item</u>	<u>Description</u>	Quantity	<u>Unit</u>	<u>Unit Cost (\$)</u>	Total Amount (\$)
1	Remove 15" CMP and Install 15" RCP	208	LF		\$
2	Remove and Install Integral Curb and Gutter	88	LF		\$
3	Remove and Install Depressed Curb	40	LF		\$
4	Remove and Replace Residential Area Sidewalk (4")	312	SF		\$
5	Remove and Replace Residential Area Sidewalk (6")	228	SF		\$
6	Replace Existing Single Catch Basin Curb Inlet	1	EA		\$
7	Replace Existing Double Catch Basin Curb Inlet	1	EA		\$

Total Area 1:	\$
---------------	----

Area 2:

<u>Bid</u> <u>Item</u>	<u>Description</u>	Quantity	<u>Unit</u>	<u>Unit Cost (\$)</u>	Total Amount (\$)
1	Remove 15" CMP and Install 15" RCP	28	LF		\$
2	Remove 20" CMP and install 21" RCP	33	LF		\$
3	Remove and Install Integral Curb and Gutter	44	LF		\$

Total Area 2: \$

Area 3:

<u>Bid</u> <u>Item</u>	<u>Description</u>	Quantity	<u>Unit</u>	<u>Unit Cost (\$)</u>	Total Amount (\$)
1	Remove 48" CMP and Install 48" HDPE	121	LF		\$
2	Install 48" Flared End Section	1	EA		\$
3	Remove and Install Rolled Curb & Gutter	12	LF		\$
4	Replace Existing Double Catch Basin	1	EA		\$
5	Install Riprap	37	SY		\$

Total Area 3: \$

Project to be completed b	DY
DATE:	BIDDER:
	By: Its legally authorized representative
	PRINT NAME:
	TITLE:
	ADDRESS:
	CITY, STATE, ZIP:
	TELEPHONE:

Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REHABILITATION - 2018

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY	THESE PRESENTS	THAT					
of	of the	County	of				
and State of		, prin	cipal, and_				
of		as su	ırety, legal	ly autho	rized to do	o busin	ess in the
State of Delaware, are	•			•		in the	sum of
						Newai	rk for use
and benefit of the Mayor a	nd Council of New	ark, for v	which payr	nent wel	l and truly	to be r	made, we
do bind ourselves, our and	each of our heirs,	executo	rs, admini	strators a	and succes	ssors, jo	ointly and
severally, for and in the wh	ole, Contractor by	these pr	esents. Se	aled wit	h our seal	dated t	:he
day of		in 1	the year	of ou	r Lord,	two	thousand
(20)).						
NOW THE CONDITIONS OF	THIS OBLIGATIONS	S IS SUCH	I, that if th	e above l	oounded p	orincipa	l who has
submitted to said City of Ne	ewark, a certain pr	oposal to	enter into	a certai	n Contract	No. 18	3-07, CMP
STORM SEWER REHABILITA	ATION - 2018 and it	f said					
shall well and truly enter in	to and executes sa	id contra	act and fur	nish ther	ewith sucl	h Suret	y Bond or
Bonds as may be required	by the terms of sa	id contra	act and app	proved b	y said City	of Nev	wark, said
Contract, and said Bond to	be entered into	within fo	ourteen (1	4) calend	dar days a	after th	e date of

official notice of award thereof in accordance with the terms of said proposal, then this obligation
to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE PRESENCE OF V	VITNESS:	
	SIGNED	_ (SEAL)
	BY	_ (SEAL)
	SIGNED	_ (SEAL)
	DV	/CEAL\

Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REHABILITATION - 2018

NON-COLLUSION STATEMENT

		Date:	
City of Newark Newark, Delaware			
Gentlemen:			
This is to certify that the undersigned bidder			
has not, either directly or indirectly entered into any	agreement, part	icipated in any collusion, c	r
otherwise taken any action in restraint of free compe	titive bidding in co	nnection with this proposa	ıl
submitted to the City of Newark on the	_ day of	, 20	
Sign	ature of Bidder:		
Ву:			
		orized representative	
Sworn to and subscribed before me on this	day of	20	
My Commission expires			
_	No	tary Public	_

CITY OF NEWARK Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REHABILITATION - 2018

Specification for the

Installation of Reinforced Concrete Pipe, High Density Polyethylene Pipe, Drainage Inlets, and Manholes

1. SCOPE OF WORK

The Scope of Work consists of furnishing all materials and equipment and performing all labor necessary for the installation of the storm sewer pipes, structures, and appurtenances to complete the work within the limits shown on the plans and as specified. The work shall include removal existing concrete curb and gutter, sidewalk, pavement, entrance aprons, CMP, drainage inlets, and manholes. Work shall also include additional measures to properly install proposed drainage facilities such as ditching, diking, shoring, bracing, pumping, bailing, draining, flushing, and final inspection. The shall take all necessary precautions to protect and maintain buildings, fences, entrances, structures, and all existing utilities. The work shall also include replacing and restoring, as required by the City of Newark and DelDOT, pavement, curbs, curb ramps, sidewalks, topsoil, seeding, and mulching, along with the removal and proper disposal of all rubbish and surplus material. The contractor shall furnish all materials, tools, equipment, and labor required to construct in complete working order, the storm sewer pipe and all structures pertaining thereto.

2. EXCAVATION, BACKFILLING, AND COMPACTION

- a. Excavation Excavate pipe trench in accordance with the details as shown on the construction plans. Unsuitable foundation material shall be removed from below the bottom of trench elevation shown on the Plans, or as directed by the Engineer.
- b. Shoring Remove all temporary shoring and bracing upon completion of the work, unless otherwise directed by the Engineer. Submit formal request, for approval by the Engineer, if shoring and bracing is to be requested to remain in place.
- c. Backfilling Pipe trenches shall be backfilled with material conforming to the requirements of clean granular earth, sand or stone, and shall be solidly tamped above the pipe up to a level one foot above the top of the pipes. Backfill material shall be carefully placed in uniform 6" layers, each layer solidly tamped or rammed with proper tools so as not to injure or disturb the pipe line. The remainder of the backfilling of the trench shall be carried on simultaneously on both sides of the pipes in such a manner that injurious side pressures do

not occur. If the existing material meets these requirements, it shall be used for pipe backfill. Additional material for backfilling the pipe trenches shall be furnished by the Contractor. Materials shall be stockpiled at a location(s) mutually agreed upon by the Contractor, the City. Backfilling across City-owned paved surfaces and streets shall be as shown on the contract drawings. Backfilling across state owned streets shall meet the requirements set forth by DelDOT and in accordance with Section 601.03.6 Backfill of DelDOT's Standards and Specifications (2016).

3. REINFORCED CONCRETE PIPE

- a. Furnish and install pipe Culverts and flared end sections where shown in the Contract Documents. This Work also includes the construction of connections to existing and proposed drainage inlets and manholes as may be required to complete the Work.
- b. Excavate the pipe trench and construct bedding in accordance with these specifications and the Contract Documents. Remove any unsuitable material encountered below the proposed bedding of the pipe and replace as directed by the Engineer.
- c. Before laying the pipe in the trench, attach the rubber gasket to the spigot end of each pipe joint and set firmly against the shoulder around the entire circumference of the pipe joint. Prior to installation, the Contractor may apply a lubricant specified by the gasket manufacturer to the gasket for ease of installation.
- d. Carefully control pipe handling after the gasket has been affixed to avoid bumping the gasket and thus displacing it or covering it with dirt or other foreign material. Remove any gasket so disturbed and reposition if displaced or replace if damaged. Apply sufficient pressure in making the joint to ensure that the joint is tight.
- e. Lay all pipe in accordance with the Contract Documents, requirements of ASTM D2321, or manufacturer's guidelines, whichever is more stringent, and in an upgrade direction. Lay the pipe with the lowest point of the inside diameter conforming to the flow line shown in the Contract Documents. Carefully lay all pipe with the bell ends upgrade, with the spigot ends fully entered into the adjoining bell, and true to the lines and grades shown in the Contract Documents or as directed by the Engineer. Remove and reinstall any pipe that is not in true alignment or that shows any settlement after placement.

4. HIGH DENSITY POLYETHYLENE PIPE

- a. Provide only watertight joints when installing pipe. For type S or D pipes, use gasketed watertight bell/spigot or bell/bell couplers. Provide a joint system that has sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joint.
- b. For type C pipe, use bell and spigot, split-collar, or screw-on collar couplings that are corrugated to match the pipe corrugations and that provide sufficient longitudinal strength

to preserve pipe alignment and prevent separation at the joint. For split-collar couplings, engage at least two full corrugations on each pipe section. Screw-on collars shall have a width of at least one-half the nominal diameter of the pipe.

- c. Install pipe per Contract Documents and in accordance with the requirements of ASTM D2321 or the manufacturer's published guidelines, whichever are more stringent. Lay all pipe in an upgrade direction. Lay the pipe with the lowest point of the inside diameter conforming to the flow line shown in the Contract Documents. Lay all pipe carefully with the bell ends upgrade, with the spigot ends fully entered into the adjoining bell, and true to the lines and grades shown in the Contract Documents or as directed by the Engineer. Remove and relay any pipe that is not in true alignment or that shows any settlement after laying.
- d. In addition to the backfilling requirements in section 2, place an initial backfill lift that does not exceed 12 inches of loose material and is not higher than the spring line of the pipe. Slice the Material into the haunches of the pipe using a shovel. Place a maximum of 6 inches of loose material for each remaining lift. Take caution not to hit the pipe with any mechanical compaction equipment or to disturb the alignment of the pipe.

5. DRAINAGE INLETS AND MANHOLES

- a. Prior to fabrication, submit Working Drawings that include dimensions in accordance with the contract documents and City of Newark standards. Use drainage inlet frames and grates and manhole frames and covers that are capable of meeting or exceeding HS-20 load rating requirements in accordance with AASHTO M306.
- b. Excavate to the required depth in accordance with the contract documents. Compact the foundation upon which the concrete floor of the Structure is to be placed to a firm, even surface to the acceptance of the Engineer.
- c. Place the Structure as shown in the Contract Documents. Use cast-in-place construction for drainage structures that tie in to existing pipes and structures unless otherwise specified in the Contract Documents or if the Engineer approves the use of precast Structures. Use precast Structures for all new construction unless otherwise specified in the Contract Documents or directed by the Engineer.
- d. Provide precast reinforced concrete round manhole riser sections and appurtenances in accordance with AASHTO M199.
- e. Set the frames of castings in concrete.
- f. Install steps on the backwall for all drainage inlets and manholes that are 4 feet or more in depth, measured from the top of grate or cover to the invert of the lowest pipe. Provide a minimum embedment of 3 inches in the wall and ensure that the steps protrude out 6 inches from the wall. Begin steps within 24 inches of the top of grate/lid and end steps no more

than 12 inches above the lowest invert except where a pipe is in the backwall. Space steps vertically at 12-inch intervals.

- g. Ensure inlet and outlet pipes are the same size and type as the connecting pipes shown in the Contract Documents and that pipes extend through the walls and are flush with the inside of the wall. When the end of a reinforced concrete pipe is cut off, ensure that the end is cut clean and smoothly finished with mortar so that no bar reinforcement remains exposed. Fill any space between the pipe and the walls of the drainage inlet with non-shrink grout with a minimum strength of 5000 pounds per square inch. Ensure that the greatest dimension of the opening in the drainage inlet for the pipe is no greater than the outside pipe diameter plus 4 inches.
- h. Pour flow channel.
- i. Backfill the area around drainage inlets and manholes with material conforming to the requirements of clean granular earth, sand or stone to the required elevation in accordance with the Contract Documents and Section 2 of the specifications.

6. TEST PITS

The location, size, and depth of existing utilities shown on the plan is based on best available information. Test pits shall be the responsibility of the contractor and be completed as necessary to determine the location and elevation of utilities in the construction area. The contractor should rely on its own expertise to determine need for test pits. Restoration of test pit areas shall be as per the details on the drawings and return the test pitted area back to the ground surface elevation, conditions, structures, and vegetative coverage back to its existing conditions prior to test pitting or as detailed on the project plans.

7. MAINTENANCE OF TRAFFIC

The road, while undergoing improvements, shall be kept open to all traffic by the contractor unless otherwise directed by the City. The contractor shall keep the portion of the road being used by public traffic in such condition that traffic will be adequately accommodated. He shall also provide and maintain in a safe condition temporary approaches to crossings, intersections, roads, streets, businesses, parking lots, residences, garages, etc.

In carrying on the work, the contractor shall interfere as little as possible with traffic. The contractor shall provide and maintain ingress and egress for all residences and places of business located along the construction route. So far as practicable, materials stored upon the roadway shall be placed so as to cause as little obstruction to the traveling public as possible. If it is necessary to keep the road or any portion of it closed to travel during the construction thereof, the contractor shall so carry on the work and provide such means that travel will not be obstructed or endangered. Buses and emergency vehicles shall have access to the road at all times during construction. The contractor

shall provide and maintain in an acceptable condition such temporary roadways and bridges as may be necessary to accommodate the traffic using or diverted from the roadway under construction and shall provide and maintain in a safe condition temporary approaches to and crossing of intersecting highways. Fire hydrants on or adjacent to the roadway shall be kept accessible within 15 feet of any such hydrant. The contractor shall not disturb the surface of an existing road farther in advance of the new construction than can be completed in a reasonable length of time as determined by the engineer. The contractor shall provide and maintain properly illuminated signs and barricades for the information, protection, and safety of the traveling public, conforming to the City's practices for street and road construction.

8. AS-BUILT DRAWINGS

The Contractor shall submit field sketch as-built plans of all installed items. The plans shall contain the measured location of the storm pipe installed within the project. The City shall contract separately for the final certified as-built survey.

9. HANDICAP RAMPS

All Handicap Ramps must comply with current Americans with Disability Act and contractor must notify Newark's Inspector of all ramp installations a minimum of 24 hours prior to curb ramp installation. Handicap Ramp work on State maintained roadways shall be in accordance with the latest DelDOT specifications.

10. METHOD OF MEASUREMENT AND INCIDENTALS DETERMINATION

The measurement of payment shall be for the installation of the materials listed in the Proposal in accordance with the units indicated as described in the proposal.

The quantity of pipe installation will be measured as the actual number of linear feet of each type of pipe placed and accepted, measured from end to end of pipe, including structure wall thickness, but excluding structure interior and flared end sections. Removal and disposal of the existing CMP shall be incidental to the installation of the new pipe. Road restoration shall be incidental to the quantity of pipe installation.

The quantity of flared end sections will be measured as the actual number placed and accepted.

The quantity of riprap installed will be measured as the as the actual square yardage of riprap installed as measured from a planimetric viewpoint.

Removal and replacement of curb, gutters, sidewalk, will be measured as the actual quantity removed, installed, and accepted. and residential driveway aprons shall be incidental to the installation of the new pipe.

Removal and re-setting of mailboxes and traffic signs shall be incidental to the installation of the

new pipe.

The quantity of drainage inlets and manholes will be measured as the actual number of each installed and accepted. Drainage inlet frames and grates and manhole frames and covers are included in the Items and will not be measured.

Restoration of vegetated surfaces will include 6" of topsoil, grass seed, and mulch and shall be incidental to the installation of the new pipe.

11. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal.

All other items, methods, and materials necessary to complete the work as described above shall be incidental to the bid item the work is being completed under.

The Owner reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation or increase in unit prices in the Proposal if such additions and/or deletions are made to quantities.

Application and Certification for Payment shall be made on proper AIA Documents.

CITY OF NEWARK Delaware

CONTRACT NO. 18-07

CMP STORM SEWER REHABILITATION - 2018

Attachment 1

Construction Plans

PUBLIC WORKS AND WATER RESOURCES DEPARTMENT NEW CASTLE COUNTY, DELAWARE

CMP STORM SEWER REHABILITATION - 2018

CONTRACT NO. 18-07

GENERAL NOTES

- ALL CONSTRUCTION, UNLESS OTHERWISE NOTED, SHALL BE IN ACCORDANCE WITH THE CITY OF NEWARK DEPARTMENT OF PUBLIC WORKS AND WATER RESOURCES DEPARTMENT DETAIL STANDARDS FOR ROAD AND UTILITY CONSTRUCTION, DETAILS AND SUPPLEMENTS.
- 2. DRAWINGS HAVE BEEN CREATED FROM TOPOGRAPHIC SURVEY, THE DELAWARE GEOSPATIAL DATA EXCHANGE GIS INFORMATION, CITY OF NEWARK WATER, SANITARY SEWER AND STORM SEWER PLANS AND BEST AVAILABLE INFORMATION. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE CONDUCTED DURING THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY ALL INFORMATION TO HIS/HER OWN SATISFACTION. EXACT LOCATION AND COMPLETENESS IS NOT GUARANTEED. CONTRACTOR SHALL BE MADE AWARE THAT VERIZON AND COMCAST COMMUNICATION UTILITIES ARE NOT SHOWN ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL INFORMATION THAT MAY AFFECT WORK.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH HAVE OCCURRED BY HIS/HER FAILURE NOT TO
 EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING HIS/HER WORK.
 ITEMS SHALL BE REPLACED WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED OR DAMAGED DURING CONSTRUCTION OR AS
 DIRECTED BY THE ENGINEER.
- CONTRACTOR IS RESPONSIBLE FOR CONTACTING "MISS UTILITY" AT 1-800-282-8555, 48 HOURS PRIOR TO ANY EXCAVATION WORK.
 THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE LOCATION AND ACTIVITIES OF HIS FORCES WITH THE OWNER, AND ABUTTING PROPERTY OWNERS TO MINIMIZE INTERFERENCE WITH EXISTING UTILITIES, PEDESTRIAN TRAFFIC, AND PROPERTY ACCESS. PEDESTRIAN AND VEHICLE ACCESS SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE CITY OF NEWARK DEPARTMENT OF PUBLIC WORKS AND WATER RESOURCES PROJECT MANAGER ETHAN
- 6. CONTRACTOR SHALL SUBMIT AS-BUILT SKETCH PLANS OF ALL INSTALLED ITEMS. THE SKETCHES SHALL CONTAIN THE LOCATION OF THE DRAINAGE INLETS, MANHOLES AND PIPE INSTALLED WITHIN THE PROJECT.
- THE PLANS AND SPECIFICATIONS DO NOT INCLUDE PROVISIONS FOR CONSTRUCTION SAFETY. A HEALTH AND SAFETY PLAN MUST BE SUBMITTED BY CONTRACTOR PRIOR TO STARTING WORK.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES, CURBS, SIDEWALK, PAVING, SHRUBS, FENCING, ETC. ANY AND ALL DAMAGE DONE TO SAME SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT CONTRACTOR'S
- 9. THE CONTRACTOR SHALL ACQUIRE ALL PERMITS PRIOR TO STARTING CONSTRUCTION AT NO COST TO THE CITY OF NEWARK.
- IMPERVIOUS SURFACES MUST BE REMOVED IMMEDIATELY.
- ALL WORK SHALL BE CONDUCTED IN THE PUBLIC RIGHT OF WAY OR UTILITY EASEMENT. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL TEMPORARY CONSTRUCTION EASEMENTS TO PERFORM WORK OUTSIDE THE PUBLIC RIGHT OF WAY.
- 13. ALL REMOVED DRAINAGE INLETS, MANHOLES, PIPE SECTIONS, CURB, SIDEWALK, AND ROAD BED MATERIAL SHALL BE PROPERLY DISPOSED OF OFF SITE. PAYMENT FOR REMOVAL, HAULING, AND DISPOSAL SHALL BE INCIDENTAL TO THE PIPE INSTALLATION
- 14. ALL DEBRIS SHALL BE REMOVED ON A DAILY BASIS TO MINIMIZE TRAFFIC INTERRUPTIONS. CONTRACTOR IS RESPONSIBLE FOR SECURING STORAGE AND STAGING AREAS AT HIS OWN EXPENSE.
- CONTRACTOR SHALL PROTECT AND MAINTAIN EXISTING STREET LIGHTING AND TRAFFIC SIGNAL FACILITIES. ANY STREET LIGHTING AND TRAFFIC SIGNAL EQUIPMENT, CABLE, AND CONDUIT FACILITIES AFFECTED BY UTILITY CONSTRUCTION SHALL BE REPLACED IN
- KIND AT THE SOLE EXPENSE OF THE CONTRACTOR.

 16. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN A JOBSITE FREE OF LITTER AND TRASH. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE SITE AT THE END OF THE DAY TO CLEAN UP ANY TRASH OR LITTER GENERATED BY THE PERSONNEL AND SUBCONTRACTORS WORKING FOR THE CONTRACTOR.

STORM SEWER REPLACEMENT CONSTRUCTION NOTES

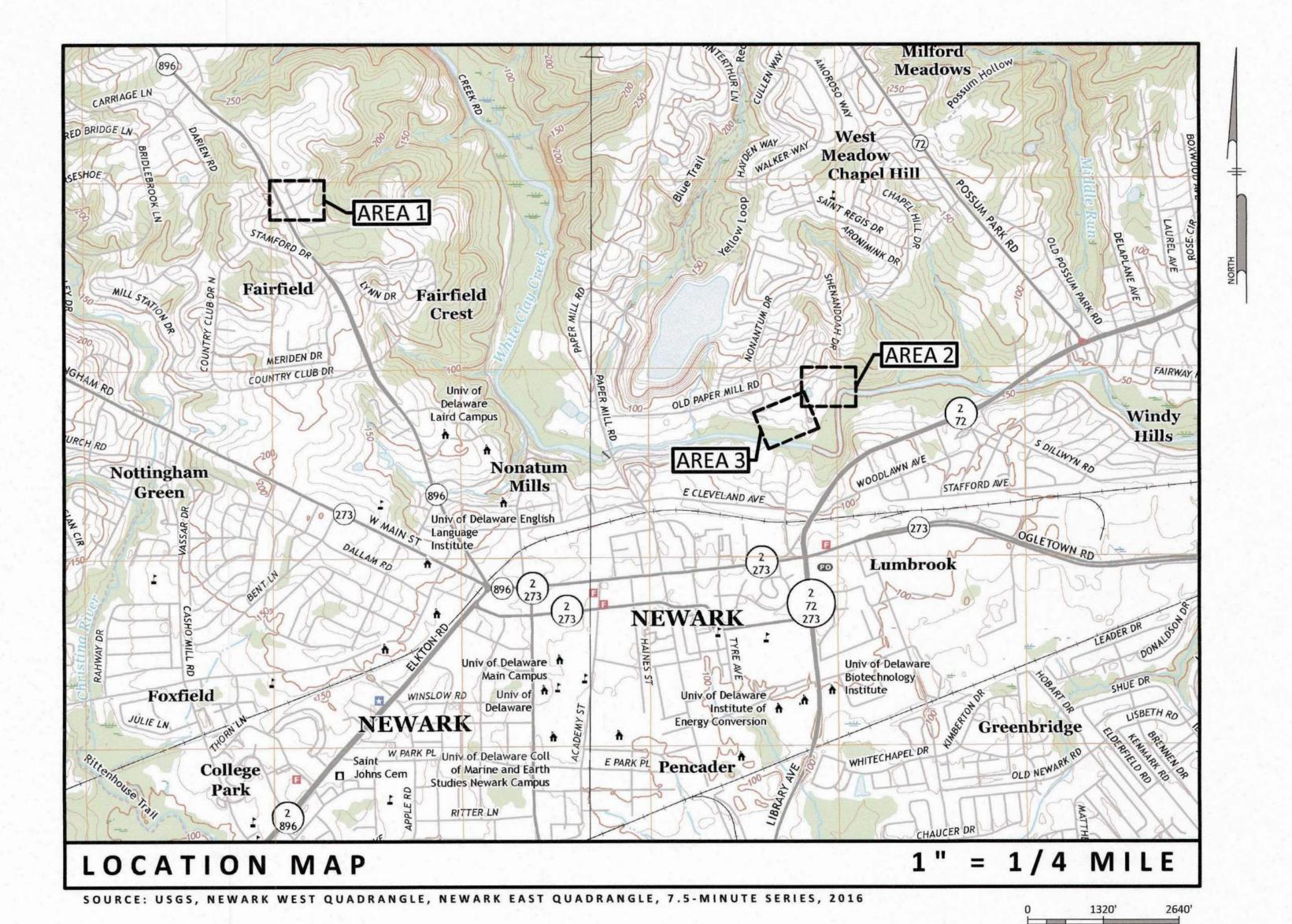
- THE CONTRACTOR IS PERMITTED TO USE STEEL ROADWAY PLATES AT THE PROJECT SITES TO PROTECT OPENINGS IN AN EFFORT TO
 EXPEDITE THE INSTALLATION OF STORM SEWER CONDUIT FOR DAY TO DAY OPERATIONS. STEEL ROADWAY PLATES SHALL BE
 ADEQUATELY SECURED PRIOR TO LEAVING THE SITE FOR THE DAY. PAYMENT TO FURNISH, PLACE, MAINTAIN, AND REMOVE STEEL
 ROADWAY PLATES SHALL BE INCIDENTAL TO THE PIPE INSTALLATION.
- THE CONTRACTOR SHALL REMOVE AND RESET ALL MAILBOXES TO MAINTAIN MAIL SERVICE AND TO NOT IMPEED PEDESTRIAN
 ACCESS. PAYMENT FOR THE REMOVAL AND RESETTING OF MAILBOXES SHALL BE INCIDENTAL TO THE PIPE INSTALLATION.
- 3. DRAINAGE INLET GRADES WITHIN THE PROJECT LIMITS WHICH ARE NOTE DELDOT TYPE 1 OR TYPE 4, SHALL BE REPLACED. REPLACED GRATE AND FRAMES SHALL BE DELIVERED TO THE PUBLIC WORKS AND WATER RESOURCES MAINTENANCE YARD ON PHILLIPS AVENUE. PAYEMENT SHALL BE INCIDENTAL TO INLET AND MANHOLE REPLACEMENT ITEMS.
- PROPOSED INLETS, MANHOLES, AND PIPES SHALL BE REPLACED AT THE SAME STATION, OFFSET, AND ELEVATION AS THE EXISTING FACILITIES.
- 5. IN AREAS WHERE PROPOSED CURB MEETS EXISTING CURB AND THE TWO CURB TYPES ARE NOT SIMILAR, THE PROPOSED CURB SHALL BE TRANSITIONED IN 10 LINEAR FEET, UNLESS OTHERWISE DIRECTED BY THE CITY.
- 5. WHERE PROPOSED CONCRETE SIDEWALK IS CONSTRUCTED TO MEET EXISTING SIDEWALK, THE EXISTING SIDEWALK SHALL BE SAWCUT AT THE TIE IN POINT OR MEET THE NEAREST EXISTING SIDEWALK JOINT UNLESS OTHERWISE DIRECTED BY THE CITY.

EROSION & SEDIMENT CONTROL NOTES

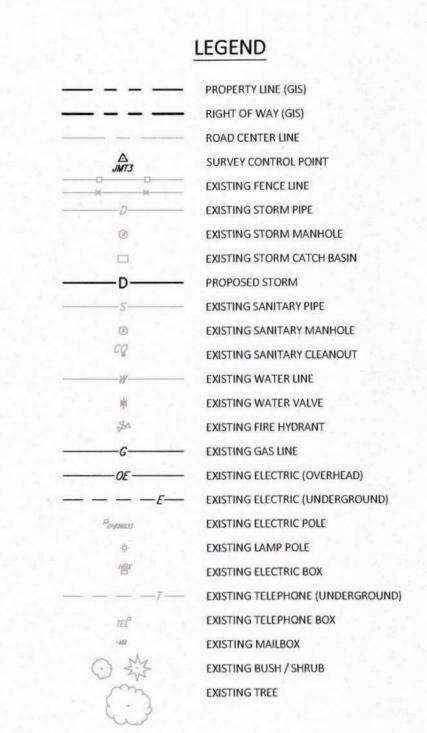
- 1. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL SEDIMENT AND EROSION CONTROL MEASURES NECESSARY TO CONSTRUCT THE WORK OUTLINED IN THE PLANS AND SPECIFICATIONS IN ACCORDANCE WITH THE 3.06.1 DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, APRIL 2016, (DNREC) INCLUDING ALL REVISIONS FOLLOWING THIS DATE AND THESE PLANS. PAYMENT TO FURNISH, INSTALL, MAINTAIN AND REMOVE ALL NECESSARY EROSION AND SEDIMENT CONTROL DEVICES/MEASURES SHALL BE INCIDENTAL TO THE WORK BEING PERFORMED AT EACH SITE PER PLANS.
- ALL DISTURBED AREAS SHALL BE ADEQUATELY STABILIZED AS APPROVED BY THE CITY PRIOR TO PROCEEDING TO THE NEXT LOCATION.
- 3. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED AFTER FINAL VEGETATIVE STABILIZATION OF ALL DISTURBED AREAS AND WITH CONSENT FROM THE CITY.
- 4. THE CONTRACTOR SHALL INSPECT THE INTEGRITY AND FUNCTIONALITY OF E&S MEASURES FOLLOWING RAIN EVENTS. REPAIRS SHALL BE MADE AS NECESSARY. PAYMENT FOR REPAIRING OR REPLACEMENT OF E&S MEASURES SHALL BE INCIDENTAL TO THE WORK ITEMS BEING PERFORMED AT EACH SITE.
- 5. IT IS ANTICIPATED THAT NO DESIGNATED STOCKPILE AREA IS REQUIRED, AND THE EXCAVATED MATERIAL SHALL NOT BE STOCKPILED OVERNIGHT.
- EXISTING TREES, BUSHES, AND SHRUBS SHALL BE PROTECTED BY THE CONTRACTOR FROM ALL DAMAGE UNLESS IN DIRECT CONFLICT WITH STORM SEWER REMOVAL AND INSTALLATION.

SURVEY NOTES:

- 1. THIS SURVEY WAS BASED ON A FIELD-RUN TOPOGRAPHIC SURVEY PERFORMED BY JOHNSON, MIRMIRAN & THOMPSON (JMT) ON JANUARY 22, 23 & 26, 2018 AND REFLECTS SITE CONDITIONS AS OF THAT DATE.
- COORDINATES ARE REFERENCED TO THE DELAWARE STATE PLANE COORDINATE SYSTEM NAD 83(2011) ZONE 0600 EPOCH 2010 AS DETERMINED BY GPS RTN (KEYNET) OBSERVATIONS ON JANUARY 22 & 23, 2018.
- ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)(GEOID 12B) AS DETERMINED BY GPS RTN (KEYNET) OBSERVATIONS ON JANUARY 22 & 23, 2018.
- 4. ALL PIPE SIZES ARE APPROXIMATE. NO RECORD DRAWINGS WERE UTILIZED IN THE MAPPING OF THIS TOPOGRAPHICAL SURVEY.
- 5. ALL UTILITY LINE ELEVATIONS ARE VOID UNLESS OTHERWISE NOTED HEREON.
- 6. ADDITIONAL SPOT ELEVATIONS RESIDE IN THE ELECTRONIC VERSION OF THIS DRAWING BUT ARE NOT PLOTTED HEREON.



JMT SURVEY TRAVERSE COORDINATE TABLE					
POINT	NORTHING	EASTING	ELEV.	DESCRIPTION	
JMT 1	619633.05	557255.05	264.64	MAGNAIL	
JMT 2	619987.65	557085.10	268.73	MAGNAIL	
JMT 3	619746.26	557477.06	257.06	REBAR & CAP	
JMT 4	619855.42	556971.20	260.99	REBAR & CAP	
JMT 5	620174.21	556821.12	260.94	REBAR & CAP	
JMT 6	616745.48	566593.96	66.45	MAGNAIL	
JMT 7	616798.54	566921.02	68.07	REBAR & CAP	
JMT 8	616044.86	565409.70	68.32	MAGNAIL	
JMT 9	615882.54	565418.35	59.84	REBAR & CAP	



	SHEET INDEX					
SHEET	TITLE					
1	COVER SHEET					
2	SITE PLAN - AREA 1					
3	SITE PLAN - AREA 2					
4	SITE PLAN - AREA 3					
5	PROFILE VIEWS					
6	CONSTRUCTION DETAILS					
7	EROSION & SEDIMENT CONTROL DETAILS					



SUIC WORKS AND WATER SOURCES DEPARTMENT
220 SOUTH MAIN STREET
NEWARK, DELAWARE 19711
(302) 366-7000

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DATE			

CONTRACT NO. 18-07

COVER SHEET

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IN COMPLIANCE WITH THE OCCUPATIONAL
SAFETY AND HEALTH ACT OF 1970 AND THE

DATE: 2018-09-06

SCALE: 1" = 1/4 MILE

DRAWN BY: MWF

RULES AND REGULATIONS THERETO.

APPROVED BY: E. DRAWING:

SHEET 1 OF



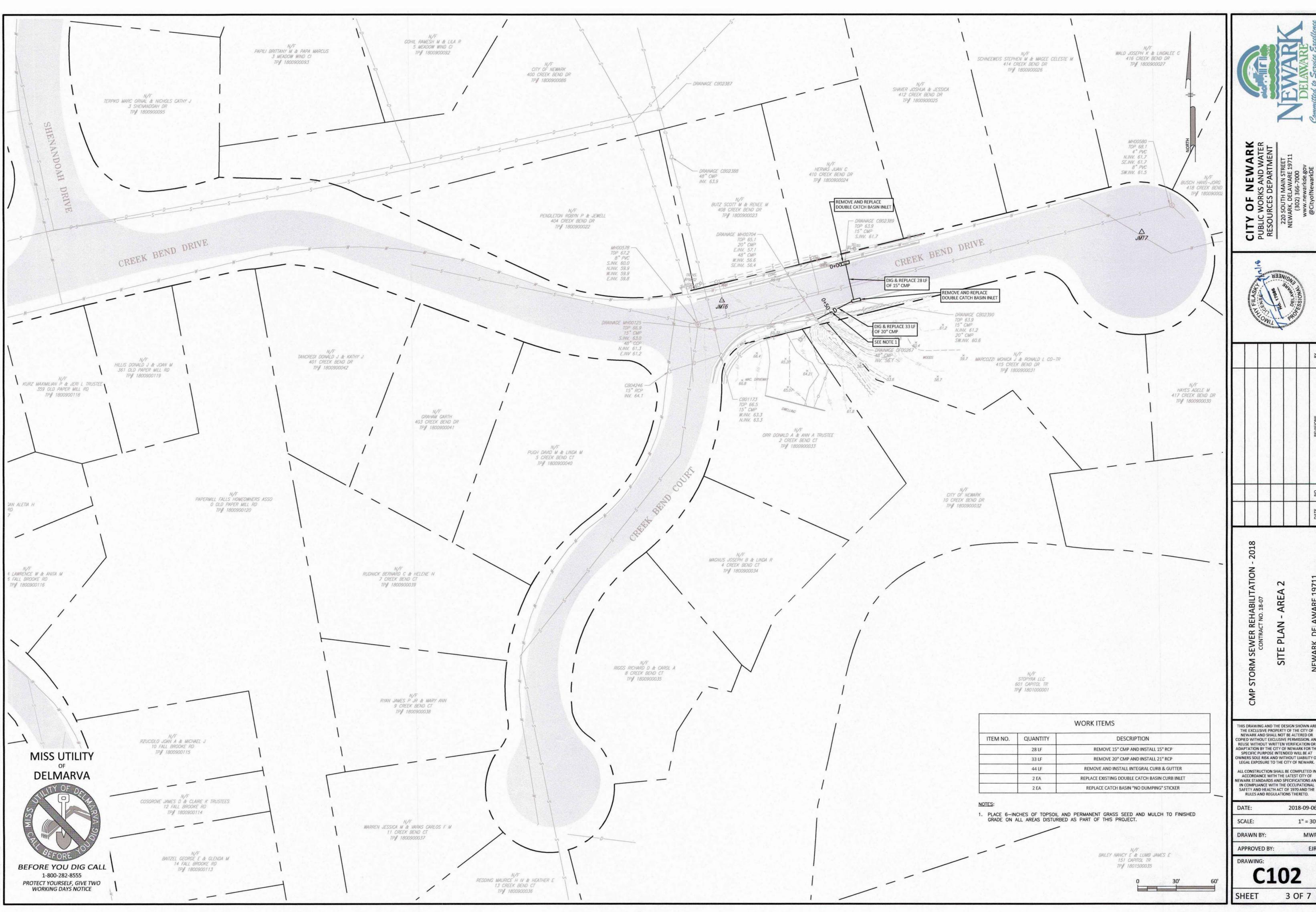


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2018-09-06 1" = 30'

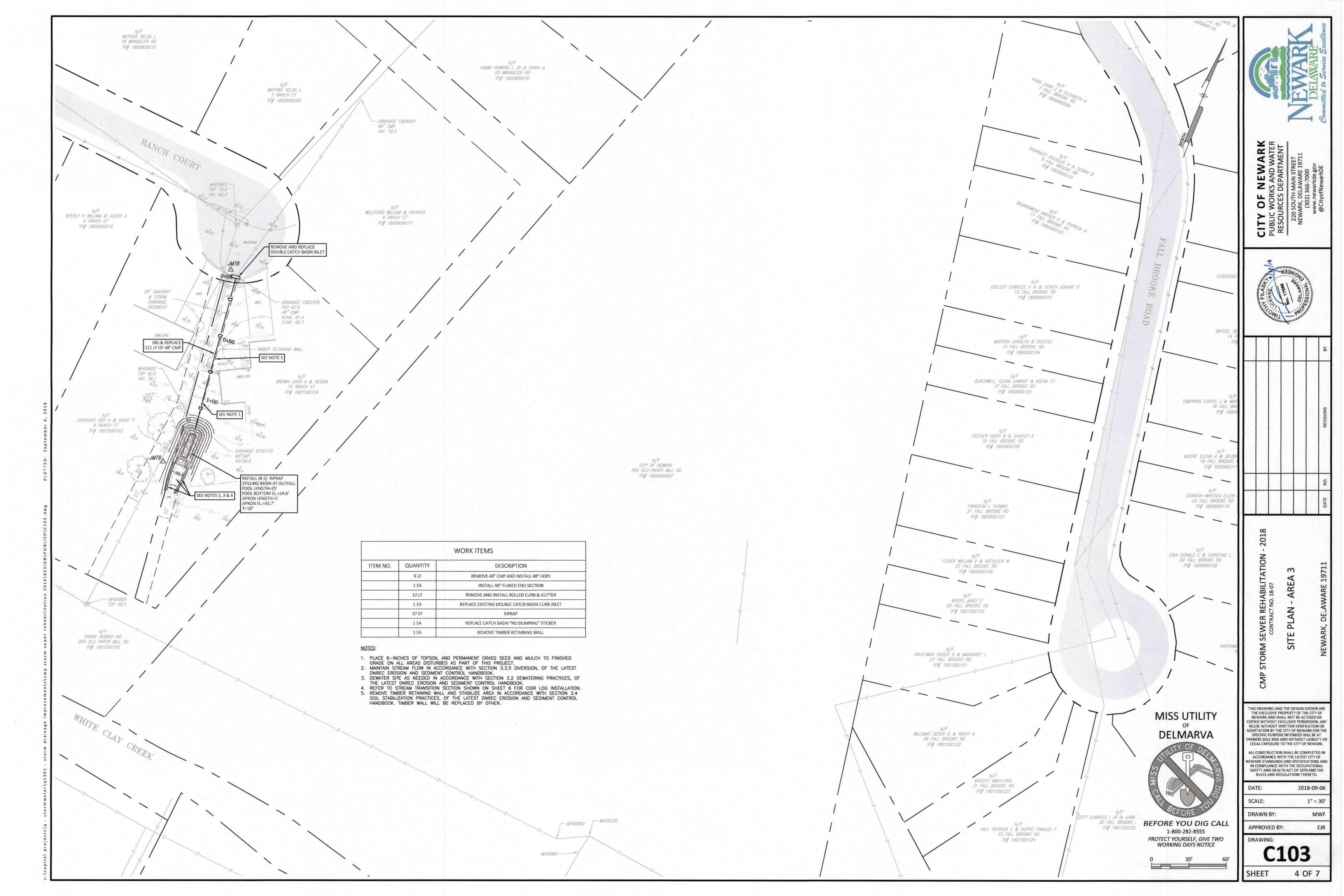
2 OF 7



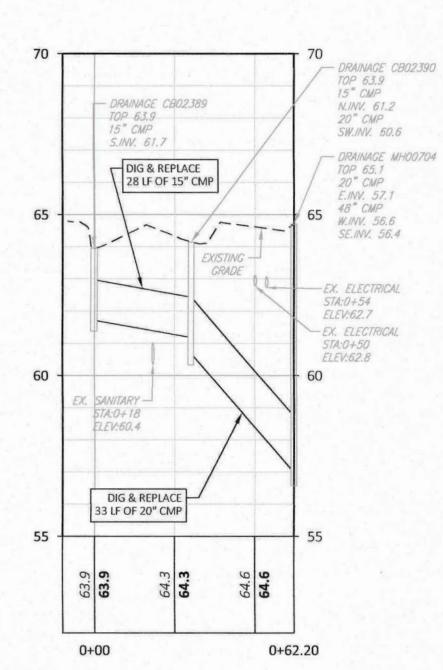
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2018-09-06 1" = 30' DRAWN BY: APPROVED BY: DRAWING:



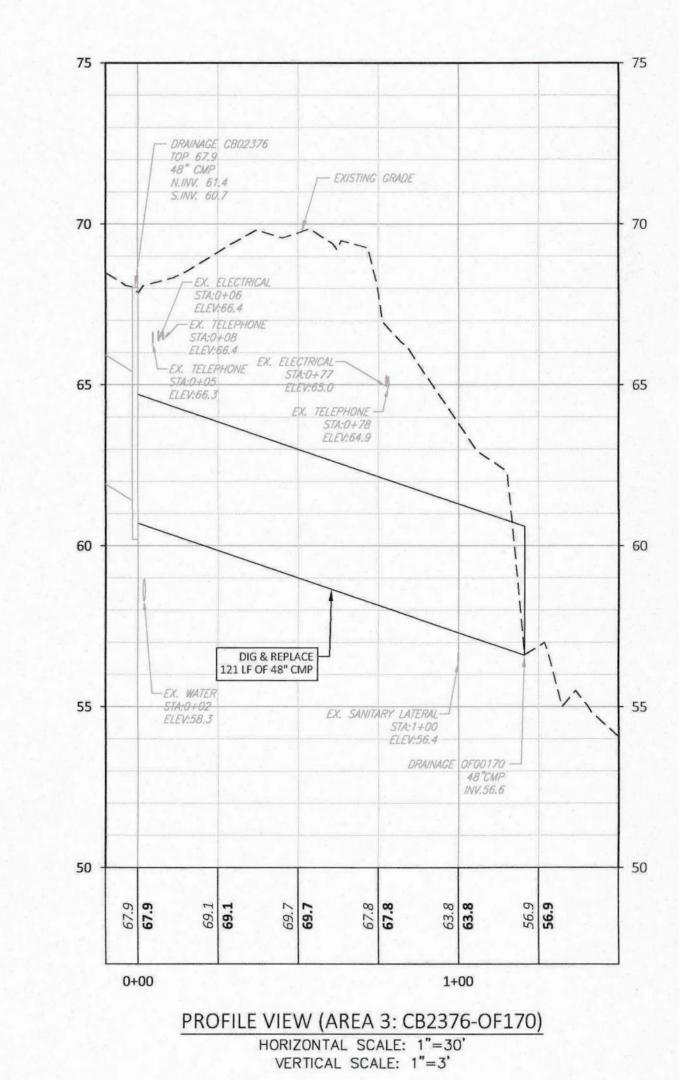
HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE: 1"=3'



PROFILE VIEW (AREA 2: CB2389-MH704)

HORIZONTAL SCALE: 1"=30'

VERTICAL SCALE: 1"=3'



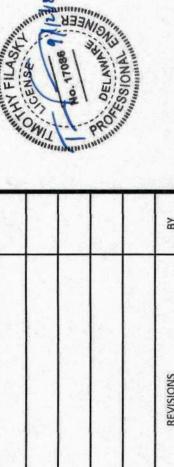
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BEFORE YOU DIG CALL 1-800-282-8555 PROTECT YOURSELF, GIVE TWO WORKING DAYS NOTICE

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PROFILE VIEWS

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DATE: 2018-09-06

SCALE: 1" = 30'

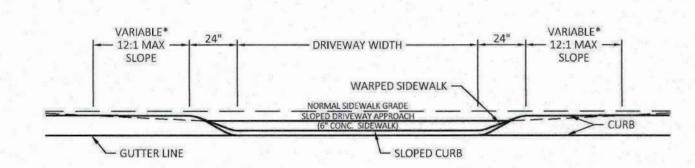
DRAWN BY: MWF

APPROVED BY: EJR

C201

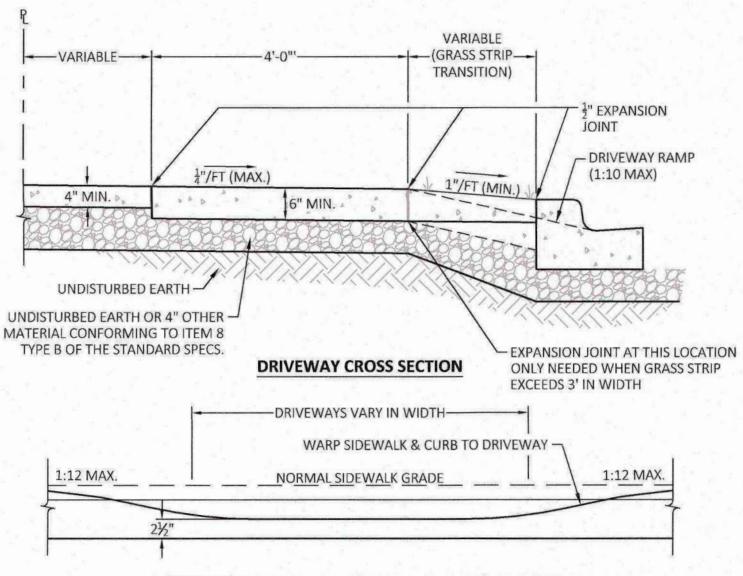
SHEET 5 OF 7

WHEN SIDEWALK ABUTS CURB, THE BATTER IN THE CURB MUST BE OF SUFFICIENT LENGTH TO PROVIDE LESS THAN OR EQUAL TO 8% SLOPE IN THE TRANSITION.



 WHERE A 12:1 MAXIMUM SLOPE WILL NOT MEET THE SIDEWALK GRADE WITHIN A LENGTH OF 15', THE TRANSITION LENGTH MAY BE LIMITED TO 15', AND THE SLOPE ALLOWED TO EXCEED 12:1.

DRIVEWAY CONSTRUCTION LAYOUT NOT TO SCALE



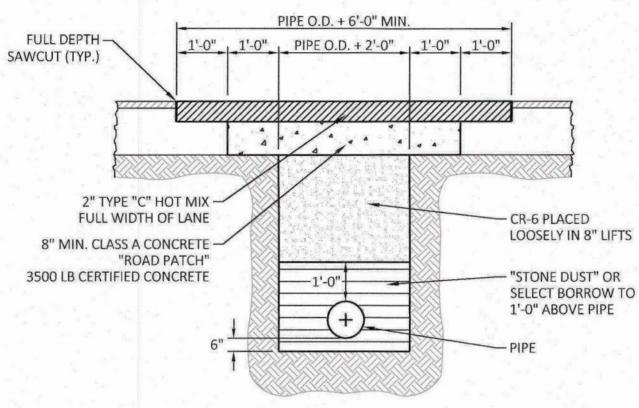
. CONCRETE SHALL BE 3500#.

FOR CONCRETE PAVEMENT.

SINGLE DRIVEWAY WIDTH IS 10 FEET. DOUBLE DRIVEWAY WIDTH IS 18 FEET.

EXPANSION JOINT SHALL BE PROVIDED EVERY 20 FEET MINIMUM FOR

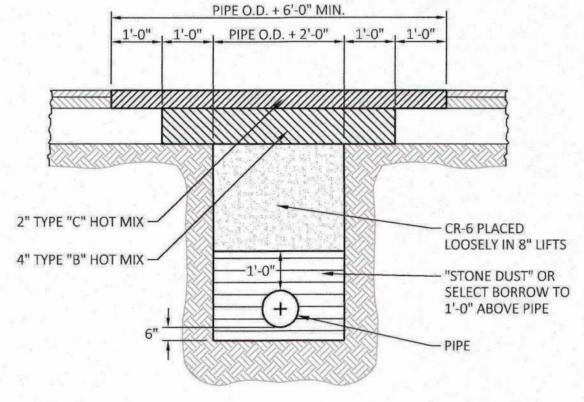
TYPICAL 4' SIDEWALK DRIVEWAY AND WALKWAY DETAIL



NOTES:

- 1. CONTRACTOR SHALL VERIFY DEPTH AND TYPE OF EXISTING PAVING COURSES. IF EXISTING SECTION IS GREATER THAN MINIMUM SPECIFICATION, MATCH EXISTING SECTION. PAVING SECTION SUBJECT TO APPROVAL BY CITY OF NEWARK PUBLIC WORKS DEPARTMENT.
- THIS DETAIL SHALL BE USED FOR ALL TRENCHES THAT ARE PERPENDICULAR TO THE ROADWAYS. THIS DETAIL SHALL BE USED FOR ALL TRENCHES IN INTERSECTIONS OF CITY OWNED STREETS THAT ARE LOCATED IN THE ENTIRE RADIUS OF THE CURB AT THE INTERSECTION.

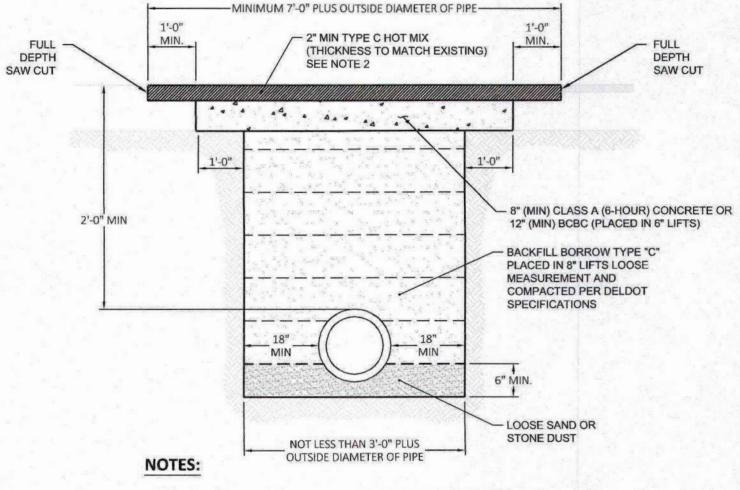
ROADWAY TRENCH REPAIR - PERPENDICULAR CROSSING NOT TO SCALE



NOTES:

- CONTRACTOR SHALL VERIFY DEPTH AND TYPE OF EXISTING PAVING COURSES AND PROVIDE AN ADDITIONAL INCH DEPTH FOR EACH COURSE, PAVING SECTION SUBJECT TO APPROVAL BY CITY OF NEWARK PUBLIC WORKS AND WATER RESOURCES DEPARTMENT.
- THE USE OF EXCAVATED DIRT TO 1'-0" ABOVE THE PROPOSED PIPE SHALL BE SUBJECT TO THE APPROVAL

ROADWAY TRENCH REPAIR - LONGITUDINAL

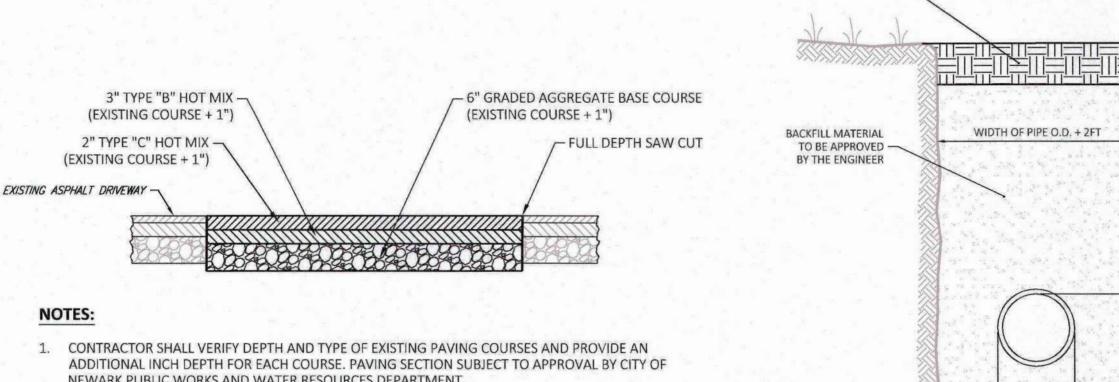


1. PATCH WIDTHS ARE MEASURED ALONG THE ROADWAY CENTERLINE AND SHALL BE THE FULL WIDTH OF THE LANE OR LANES DISTURBED.

4" TOPSOIL, SEED AND MULCH

THIS IS A MINIMUM PATCH. IF THE EXISTING ROADWAY HAS A HEAVIER CROSS SECTION THAN SHOWN HERE, IT WILL BE REPLACED WITH THAT CROSS SECTION, OR AS DIRECTED BY THE ENGINEER.

DELDOT PAVED TRENCH RESTORATION **NOT TO SCALE**

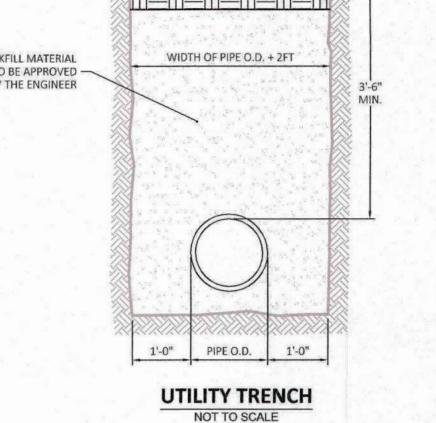


EPOXY-COATED OR GALVANIZED 6"x6" -- 6" CLASS A CEMENT CONCRETE W4xW4 WELDED WIRE FABRIC FULL DEPTH SAW CUT EXISTING CONCRETE DRIVEWAY PROVIDE AN ADDITIONAL 1 DEPTH OF CONCRETE THAN **EXISTING CONDITIONS** OR CR-1

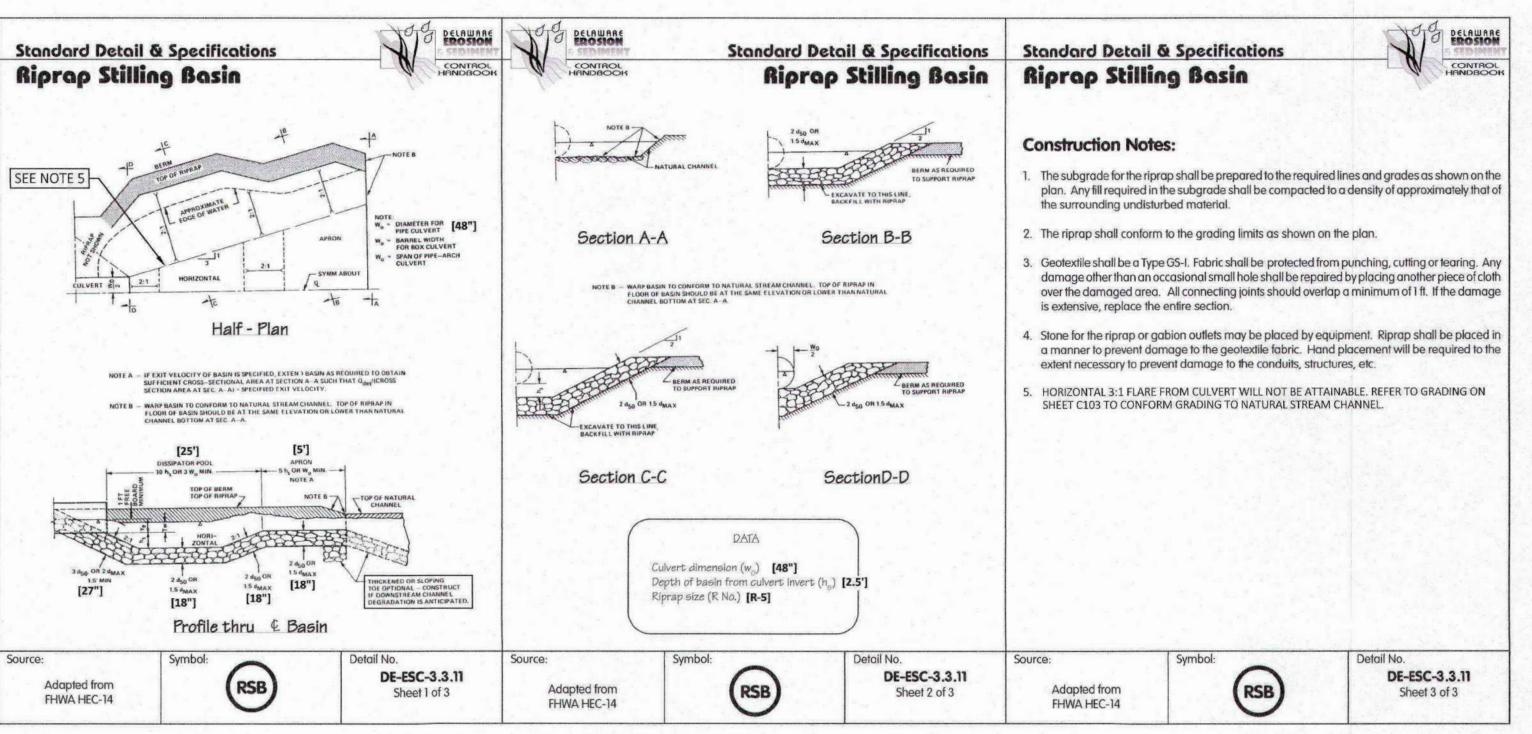
CONCRETE DRIVEWAY REPAIR DETAIL

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ASPHALT DRIVEWAY REPAIR DETAIL



STABILIZATION MATTING AND-**VEGETATIVE STABILIZATION** PER DETAIL SHEET ES-01 STREAM BED -COCONUT FIBER ROLL 16" DIAMETER -2" x 2" x 36" OAK STAKES STREAM TRANSITION SECTION NOT TO SCALE



Effective April 2016



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DRAWN BY: APPROVED BY:

DRAWING:

Effective April 2016

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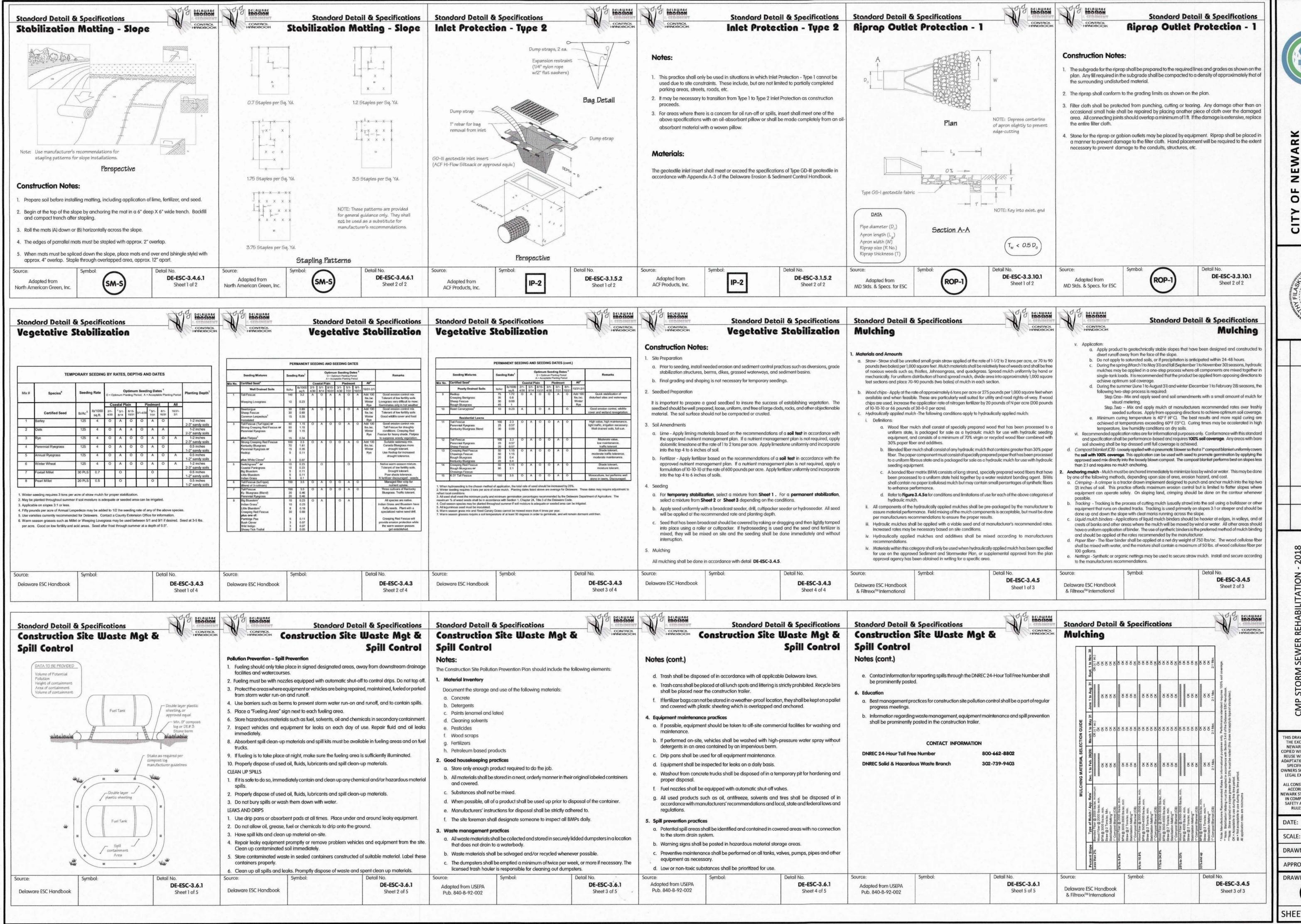
FRONT VIEW AT FACE OF INTEGRAL CURB & GUTTER

EXPANSION JOINT SHALL BE PROVIDED ALONG WALKWAYS EVERY 20 FEET MINIMUM THICKNESS FOR CONCRETE WALKWAYS IS 4 INCHES.

CONCRETE DRIVEWAYS.

Effective April 2016

6 OF 7 SHEET



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2018-09-06

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